

REMARKS

This is in response to the Office Action dated June 1, 2005. In the Office Action, all pending claims 1, 3, 4 and 9-13 were rejected. With this Amendment, claims 1 and 9 have been amended and the remaining claims are unchanged in the application. Applicants respectfully request reconsideration and allowance of all pending claims.

On page 3 of the Office Action, claims 1 and 9 were rejected Under 35 U.S.C. §102(b) as being anticipated by Kimber, U.S. Patent No. 5,108,302. Further, on page 4 of the Office Action, claims 1, 3, 4 and 10 were rejected under 35 U.S.C. 102(b) as being anticipated by Trafton, U.S. Patent No. 5,865,638. Also, on page 5 of the Office Action, claims 11-13 were rejected under 35 U.S.C. §103(a) as being unpatentable over Trafton.

Applicant has amended claim 1 in light of the Examiner's suggestions. Amended claim 1 includes "a first contact . . . a second contact . . . and an electrical insulator between the first contact and the second contact to couple the contacts together and to align the surface of the first contact and the surface of the second contact against the surface of the post and thereby form a Kelvin connection to the post, wherein the first contact, the second contact and the insulator form a closed loop that encircles the battery post." (Emphasis Added.)

On page 2 of the Office Action, it is suggested that an altered construction of the word surround, meaning a "loop that extends on all sides of," would support the Applicant's position. However, on page 7 of the Office Action, it is indicated that Applicant's contacts and insulator do not extend to the top side or the bottom side of a post and therefore the definition of "extends on all sides of" has not been met. With this Amendment, claim 1 has been amended to include "encircle" instead of "surround." Claim 1 has been further amended to define the loop as "closed." Also, claim 1 has been amended to clarify that the

insulator couples the contacts together.

Kimber teaches an electrical wire terminal connector having a pair of spaced-apart spades. The terminal connector of Kimber is an open-ended "C." This is in contrast with claim 1, which requires the Kelvin connector to be a "closed loop that encircles the battery post." Therefore, Kimber does not anticipate claim 1.

Trafton teaches an electrical connector that comprises a pair of terminal members which establish electrical communication through relatively large, planar face portions. The terminals are configured to be locked into engagement by a quarter turn rotation. The connector includes a contact plate and a sealing gasket, and is employed to join pairs of electrical conductors.

As mentioned above, claim 1 has been amended to point out the insulator couples the contacts together. This contrasts with the insulator in Trafton that does not couple two contacts together, but instead serves as sealing gasket. (Column 4, lines 43-46 of Trafton.) In Trafton, the coupling of contact plate 30 to terminal 14 is carried out by fastener 40. Thus, Trafton does not anticipate claim 1.

Applicants therefore respectfully submit that independent claim 1 is allowable and the dependent claims are also allowable by virtue of their dependency, either directly or indirectly, from the allowable independent claim. Further, the dependent claims set forth numerous elements not shown or suggested in the cited references.


In view of the foregoing, and for the reasons included in the Response After Final filed on March 19, 2004, Applicant respectfully requests reconsideration and allowance of all pending claims. Favorable action upon all claims is solicited.

The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,

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